

9. Admitted.

10. Denied.

11. Denied. Allied is without knowledge or information sufficient to form a belief as to the truth of the averments of this paragraph.

12. Denied. Allied is without knowledge or information sufficient to form a belief as to the truth of the averments of this paragraph.

13. Denied. Allied is without knowledge or information sufficient to form a belief as to the truth of the averments of this paragraph.

14. Admitted in part, denied in part. It is admitted that Allied operated at the Property during the term of the lease. Allied denies it operated an “environmental remediation” business at the Property.

15. Denied. Allied vacated the Property at the end of the lease term.

16. Denied. Allied is without knowledge or information sufficient to form a belief as to the truth of the averments of this paragraph.

17. Denied. Allied is without knowledge or information sufficient to form a belief as to the truth of the averments of this paragraph.

18. Denied. Allied is without knowledge or information sufficient to form a belief as to the truth of the averments of this paragraph.

19. Denied. Allied is without knowledge or information sufficient to form a belief as to the truth of the averments of this paragraph.

20. Denied. Allied is without knowledge or information sufficient to form a belief as to the truth of the averments of this paragraph.

21. Denied.

22. Denied.

23. Denied.

24. Denied.

25. Denied.

26. Denied.

27. Denied.

28. Denied.

WHEREFORE, Defendant, Allied Environmental Services, Inc. demands judgment in its favor and against Plaintiff, Ramgin, Inc., dismissing its complaint and claims with prejudice and awarding Defendant costs and other appropriate relief.

AFFIRMATIVE DEFENSES

1. Plaintiff has failed to state a claim upon which relief can be granted.
2. Plaintiff's claims are barred by the applicable statute of limitations.
3. Plaintiff's claims are barred because it has failed to satisfy conditions precedent contained in the lease.
4. Plaintiff's claims are barred by its own violation of the lease.
5. Plaintiff's claims are barred by the terms of the lease.
6. Allied has not violated the lease.
7. Plaintiff's claims are barred by the doctrines of waiver and release.
8. Plaintiff's claims are barred by the doctrines of set-off and recoupment.
9. Plaintiff's damages, if any, were caused by its own actions or by the actions of those under its dominion and control.

10. Plaintiff's damages, if any, were caused by the actions of those over which it exercised no dominion or control.

11. Plaintiff has not suffered any damages.

ZIMOLONG, LLC.

Date: April 6, 2018

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